

### **REMARKS**

Claims 1-11, 17-44, and 50-72 are pending in this application. No claim amendments have been made herein.

Claims 1-11, 17-44, and 50-72 are rejected. Claims 1-11, 17-44 and 50-72 are rejected under 35 U.S.C. §103(a) as being unpatentable over U.S. Patent No. 6,609,113 to O'Leary et al. (hereinafter "O'Leary").

### **Examiner Interview**

Applicant thanks Examiner Oyeibisi for the courtesies extended during the Examiner Interview on June 28, 2012. During the interview, Applicant explained that O'Leary fails to teach "notifying the recipient by email at a recipient terminal by the payments engine of the payment before the recipient is enrolled at the on-line payments service," as recited in independent claim 1 and similarly recited in independent claims 34, 71, and 72. The Examiner agreed that O'Leary did not teach this limitation. Examiner Oyeibisi requested that Applicant file a response to the Final Office Action to allow the Examiner to further consider the arguments made during the Interview. The following remarks express arguments similar to those made during the Interview.

### **Rejection of Claims 1-11, 17-44, and 50-72 under 35 U.S.C. §103(a)**

The Office Action rejects claims 1-11, 17-44 and 50-72 under 35 U.S.C. §103(a) as being unpatentable over O'Leary. Without disclaimer to any other reason that may have been previously raised or can be raised for traversal of this rejection, this rejection is respectfully traversed for at least the following reasons.

O'Leary fails to teach "notifying the recipient by email at a recipient terminal by the payments engine of the payment before the recipient is enrolled at the on-line payments service," as recited in independent claim 1 and similarly recited in independent claims 34, 71, and 72. The Examiner asserts that this limitation is taught by O'Leary's payment confirmation at col. 16, lines 35-65, and the recital that customers can pay any merchant regardless a pre-existing relationship, at col. 18, lines 44-47. However, O'Leary does not allow a recipient to be notified by email at a recipient terminal by the payments engine of the payment *before the recipient is enrolled* at the

on-line payments service. In fact, O'Leary teaches away from "notifying the recipient by email at a recipient terminal by the payments engine of the payment *before the recipient is enrolled*" because the cited purchase acknowledgement sent to the merchant's website is sent *after the merchant is registered* at the PPP of O'Leary. O'Leary recites, for example, at col. 11, lines 28-33, "the PPP enhanced Wallet 215 is responsible for initiating the push of the credit to the merchant's account 235. In order to perform the credit push over the EFT, the PPP enhanced Wallet 215 requires the merchant's payee information that uniquely identifies the merchant's Virtual Private Lockbox (VPL) 235." Thus, in order to conduct a transaction using O'Leary's system, the merchant registers to establish a Virtual Private Lockbox, then the merchant provides the merchant's payee information that uniquely identifies the Virtual Private Lockbox, then merchant transmits the payment authorization 225, and the PPP 227 transmits a purchase acknowledgement to the merchant's website 255. O'Leary recites that a VPL account number is *required* before a merchant may be paid by a customer, and in order to have an account number, the merchant must be registered to the PPP method of O'Leary. Accordingly, O'Leary fails to teach, and, in fact, teaches away from "notifying the recipient by email at a recipient terminal by the payments engine of the payment *before the recipient is enrolled at the on-line payments service*," as recited in claim 1, and similarly recited in claims 34, 71, and 72.

For at least the foregoing reasons, O'Leary cannot reasonably be considered to have suggested the combinations of all of the features recited in claims 1, 34, 71, and 72. Further, O'Leary cannot reasonably be considered to have suggested the combinations of all of the features recited in claims 2-11, 17-33, 35-44, and 50-70 for at least the dependence of these claims on allowable base claims, as well as for the separately patentable subject matter that each of these claims recites.

Accordingly, reconsideration and withdrawal of the rejection of claims 1-11, 17-44, and 50-72 under 35 U.S.C. 103(a) as being unpatentable over O'Leary are respectfully requested.

**CONCLUSION**

In view of the foregoing, it is respectfully submitted that this application is in condition for allowance. Favorable reconsideration and prompt allowance of claims 1-11, 17-44, and 50-72 are earnestly solicited. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 19-3140 and please credit any excess fees to such deposit account.

Respectfully submitted,

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